

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO.04-306

ANNUAL REQUIREMENTS TO PROVIDE & INSTALL

OUTDOOR WARNING SYSTEMS - EMERGENCY

MANAGEMENT (COUNTY)

DATE: January 10, 2005

CONTRACT PERIOD: Feb.1,2005 thru Jan.31,2006

CONTRACTOR: Schmader Electric Const.Co.
1743 Hwy 275
West Point, NE 68788

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Dale Schmader
Telephone No.: 402-372-2474
FAX No.: 402-372-3032
E-Mail Address:schmelec@hotmail.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

SEE SPECIFICATIONS & CONTRACT DATED 2004

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/sharpurch/awardnotification/con04306

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

FOR

SPECIFICATION #04-306

Annual Requirements for Outdoor Warning Systems

CONTRACTOR: Schmader Electric Construction Co.

LANCASTER COUNTY, NEBRASKA CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ____ day of ____, 2005, by and between **Schmader Electric Construction Co., 1743 Hwy 275, West Point, NE 68788** hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Specification #04-306, Annual Requirements for Outdoor Warning Systems - provide, install and remove systems on an as-needed-basis for one year with two renewal options (each one year)

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the terms of the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows: Specification #04-306

CONSTRUCTION SITE CONTROL: To the extent permitted by law, the County relinquishes control of the construction site to the Contractor and its subcontractors during the period of construction. The design construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the Contractor. This shall include the placement of construction equipment and any obstacles which are created

as a result of the construction project. To the Extent permitted by law, the Contractor expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, road crossing, warning signs, construction equipment and any obstacles created during construction of the project.

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

\$15,564.00 per new system and \$680.00 to remove old system

Fifteen thousand, five hundred sixty-four dollars for new system and Six hundred eighty dollars to remove an old system

The Work included in this Contract shall be for the annual requirement for the County beginning **Feb. 1, 2005 through Jan. 31, 2006.**

OPTION TO RENEW: The County reserves the right to renew the contract for two (2) additional one(1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- * 5. The Standard Specifications
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions (including Attachment A - Tax Assessment Certification)

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the Standard Specifications, including the General Conditions, the General Specifications, and the Construction and Materials Specifications will apply, which are on file in the office of the County Clerk. Copies may be obtained at the office of the Purchasing Agent.

** The following is an enumeration of the Plans, which are entitled: #04-306

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM: COUNTY OF LANCASTER, NEBRASKA

Lancaster County Attorney

Chairperson, Board of Commissioners

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Schmader Electric Construction Co.

Name of Corporation

ATTEST:

1743 Hwy 275

West Point, NE 68788

Address

Secretary

(SEAL)

By: _____

Duly Authorized Official

Legal Title of Official

SEALED BID SPECIFICATION NO. 04-306

Bond - yes

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, December 15, 2004

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the below listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

Annual Requirements OUTDOOR WARNING SYSTEM

Location to be within Lancaster County on an As-Needed-Basis

LUMP SUM OFFER - provide and install new warning system per specification: \$15564.00 per each siren Per system

LUMP SUM OFFER - remove old/existing warning system per specification: \$680.00 per each siren Per system

Manufacturer of the new siren system: Federal Signal Corporation

RENEWAL OPTION:

The County reserves the right to renew any contract awarded from this RFB for two (2) additional one (1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the County Purchasing Agent and the supplier. Price increases will not exceed 4% for any anniversary price adjustment or contract renewal period. Price reductions may be issued at any time.

The County reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by manufacturer's price lists or other manufacturer's documentation acceptable to the County. The request shall state the percentage increase and the revised price for each affected contract item. No increases will be granted without prior approval of the Purchasing Agent.

BID BOND (bid security) required: X YES, amount \$500

NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 04-306

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

Schmader Electric Const Co Inc
COMPANY NAME

1743 Hwy 275
STREET ADDRESS or P.O. BOX

West Point NE 68788
CITY, STATE ZIP CODE

402-372-2474
TELEPHONE NO.

402-372-3032
FAX NO.
Email: Schmelec@hotmail.com

Dale Schmader
BY (Signature)

Dale Schmader
(Print Name)

President
(Title)

12/13/04
(Date)

47-0834117
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Issue for

Lancaster County Purchasing Division

Ref 7.1 Contractor shall coordinate with Lin/Lanc. Emerg. Director the siren locations to be replaced while equipment is on order from the Manufacturer.

Contractor and Lin/Lanc director shall stake siren to be replaced and do preliminary locates in order to be sure all utilities are clear from the site picked.

Upon receiving equipment, contractor shall do the final locate prior to delivering any poles or equipment to the site.

Installation should not exceed more than 1 week per location.

Exception to Item#Ref 7.3

Delivery of equipment: 8-10 weeks

Complete install: 6-8 weeks after delivery

Ref Sec 12 Bidding Procedure:

Ref 12.2	Items to be furnished	
Ref 12.2.1	Federal Signal #2201 SRN	\$ 7596.00
Ref 12.2.2	Federal Signal #2001 AC	\$ 1828.00
Ref 12.2.3	Federal Signal DFCH 120/240V AC	\$ 1490.00
Ref 12.2.4	Federal Signal 10A6(high band)	\$ 29.00
Ref 12.2.5	Federal Signal CTCSS	\$ 121.00
Ref 12.2.6	Pole (Class 2 - 50" wood pole)	\$ 550.00
Ref 12.2.7	Installation per each location	\$ 3950.00
Ref 12.2.8	Removal of pole, siren to county	\$ 680.00

Instructions to Bidders

Ref 12 Delivery

Ref 12.1 Delivery of equipment would be at latest March 15th, 2005

Ref 13 Warranties and Guarantees

Ref 13.1 Included with Bid

Ref 13.1.2 Schmader Electric will do maintenance on new sirens as per existing maintenance contract with Lin/Lan Co Emerg.

Ref 13.2 Schmader Electric will guarantee any defective components within 1 year of acceptance at no cost to the county and warranties all other items under Sec 13 of Warranties, Guarantees and maintenance.

Limited Warranty

The Signal Division, Federal Signal Corporation, warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years on parts replacement and bench labor (one year for Informer, EAS, and Federal software products) from the date of delivery to the first user-purchaser. Federal Warning Systems warrants every 2001 Siren (Top of pole only) to be free from defects in material, per our standard warranty, under normal use and service for a period of five years on parts replacement.

During this warranty period, the obligation of Federal is limited to repairing or replacing, as Federal may elect, any part or parts of such product which after examination by Federal discloses to be defective in material and/or workmanship.

Federal will provide warranty for any unit which is delivered, transported prepaid, to the Federal factory or designated authorized warranty service center for examination and such examination reveals a defect in material and/or workmanship.

This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. The Federal Signal Corporation warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, batteries.

This warranty does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units which have problems related to service or modification at any facility other than Federal factory or authorized warranty service centers. Moreover, Federal shall have no liability with respect to defects arising in Products through any cause other than ordinary use (such as, for example, accident, fire, lightning, water damage, or other remaining acts of god).

THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FEDERAL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY SUCH DEFECT IN MATERIAL WORKMANSHIP.



FEDERAL SIGNAL

Federal Warning Systems

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